

EXHIBIT 1



ENMOTION® BRAND DISPENSER MASTER DISTRIBUTOR LEASE AGREEMENT ("LEASE")

1. Dispenser Lease

1.1 Subject to the terms and conditions of this Lease, Georgia-Pacific Consumer Products LP ("GP") will lease to the undersigned ("Distributor") certain enMotion dispensers ("Dispensers"). **All Dispensers leased under this Lease remain GP's property.** Distributor will pay an initial fee (as determined by GP) to GP for each Dispenser (a "Dispenser Lease Charge") that GP will quote when GP receives Distributor's order.

1.2 The term for each Dispenser lease begins when GP delivers that Dispenser to Distributor and continues for five (5) years. The term will extend automatically thereafter on a year-to-year basis without further charge.

2. Third Party Dispenser Use

2.1 Distributor will sublease Dispensers to customers approved by GP in Exhibit "A" ("Customers") in accordance with the terms and conditions of this Lease and the Sublease Agreement ("Sublease") attached as Exhibit "B."

2.2 Distributor will ensure that each Sublease will be fully completed and signed by Customer and Distributor for each Customer location at which the Dispensers are installed. Executing the Sublease does not transfer title to or ownership in the Dispensers from GP to Distributor or to Customer. **Distributor will not loan, sell, lease or otherwise dispose of the Dispensers except as permitted under this Lease and Distributor will not sublease, sell or otherwise transport the Dispensers outside the United States without GP's prior written consent.**

2.3 GP does not restrict Distributor from subleasing Dispensers to Customers for a reasonable fee. Distributor will be responsible for collecting and paying all taxes and other fees associated with any Sublease.

3. Records & Registration Distributor will create and keep accurate Dispenser sublease records, including documents showing where, to whom and when Dispensers were installed as well as Subleases ("Dispenser Documentation"). Distributor will, within thirty (30) days after delivering Dispensers to a Customer, forward the fully executed Sublease for the Dispensers to GPMS at 877-329-4767 ("Registration"). Distributor's failure to properly submit an accurate Registration for Dispensers (including information relating to the Customer, location or date of installation) is a material breach of this Lease. GP may, upon reasonable notice, review, audit and copy all Dispenser Documentation that Distributor has in its possession or control.

4. Dispenser Restrictions and Displacement

4.1 Distributor will only (and will only permit its Customers to) use the appropriate enMotion branded products ("Products") in the Dispensers. Using or permitting the use of other unauthorized product(s) in a Dispenser is prohibited and is a material violation of this Lease.

4.2 Except as permitted in Section 4.3, Distributor will not sell or otherwise transfer Products to customers for use in Dispensers that have been subleased from another authorized GP distributor ("OTHER GP DISTRIBUTOR").

4.3 If an OTHER GP DISTRIBUTOR has leased enMotion dispensers to a customer, then Distributor may only properly replace that OTHER GP DISTRIBUTOR as a Product supplier to a customer (a "Displacement"), thereby making that customer a "Customer" as defined in this Lease, if: (a) (i) The Distributor pays the Customer Exchange Fee and (ii) the Displacement was the result of (A) a transaction with a tax supported institution seeking multiple distributor bids, (B) a transaction with a customer that customarily solicits formal bid requests for a specific time period seeking multiple bids, (C) GP's national account business, (D) the customer's complaint against the OTHER GP DISTRIBUTOR, or (E) GP's determination that Displacement is appropriate; or, (b) (i) The customer and GP consent to the Displacement, and, (ii) Distributor assumes the OTHER GP DISTRIBUTOR'S responsibilities under the Displaced dispenser lease and subleases and the dispensers are made subject to this Lease, and (iii) Distributor pays the OTHER GP DISTRIBUTOR the OTHER GP DISTRIBUTOR'S original Dispenser Lease Charge for the Displaced dispensers, plus One Hundred Dollars (\$100.00) per dispenser.

4.4 The "Customer Exchange Fee" is a fee that is established in the GP Customer Exchange Fee Schedule. GP will pass through that fee to the OTHER GP DISTRIBUTOR that is Displaced as partial relief for its original dispenser lease and installation costs. GP will only pursue a Customer Exchange Fee for a Displaced Dispenser for which GP has on file a properly executed Sublease and Registration. GP may offset accrued Customer Exchange Fees from any marketing, rebate or other fund otherwise owed to Distributor if Distributor does not pay the full Customer Exchange Fee within thirty (30) days after the Displacement.

5. GP's Intellectual Property All intellectual property contained in, associated with or connected to the Dispensers, including, without limitation, trademarks, trade names, patents, copyrights, registered design rights, know-how, labels, advertising, GP promotions and other GP literature (the "Intellectual Property") are and will remain GP property. GP will indemnify, defend and hold harmless Distributor from any claims that the Dispensers or Products infringe the intellectual property rights of any third party. This Lease grants Distributor a revocable, non-exclusive, non-transferable, limited license under all patents which GP may now own or acquire covering the Dispensers for the sole purpose of using (or permitting the use of) the Dispenser to dispense Products in the manner authorized by GP. Distributor will promptly notify GP in writing, upon Distributor's actual knowledge thereof, of any actual, threatened or suspected infringement or dilution of, or any action, claims, demands or proceeding in relation to, any of the Intellectual Property. The Distributor will not (a) cause or, where preventable, permit anything to be done (or not done) that may damage or endanger GP's rights in the Intellectual Property; (b) in any way alter any Dispenser packaging or labeling; (c) remove or in any way tamper with GP's trademarks on the Dispensers; or (d) affix any other trademark(s), logo(s) or other mark(s) to any Dispensers.

6. Warranty and Repair

6.1 GP warrants that, for five (5) years after the Dispenser is installed, that the Dispenser will be free from defects in workmanship and materials under normal use with conforming Products; provided, however, Distributor will, promptly after discovering any alleged defect, report in writing to GP the location of the allegedly defective Dispenser, the nature of the defect, and the date of installation. Other than this warranty, GP disclaims all other warranties with respect to the Dispensers, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

6.2 If GP determines that defects in workmanship or material exist in any Dispenser, then GP will, in its sole discretion, either repair the defects, provide replacement parts or replace the Dispenser. The remedies stated herein are the sole and exclusive remedies to which Distributor is entitled for defects in material or workmanship under the warranty in Section 6.1. Neither the initial lease term nor the warranty under 6.1 will renew when GP replaces a Dispenser under this Section 6.2 (or for any other reason), but continues from the date the initial Dispenser was delivered. Except for the repair or replacement remedy in this Section 6.2, Distributor will be responsible for all other Dispenser maintenance and repair and all costs related thereto.

6.3 GP will not be liable for losses, damages, costs or expenses resulting from (a) Distributor's, Customer's, or other third party's improper installation, improper use, or abuse of Dispensers, or (b) use of products not authorized by GP for use in Dispensers. **GP will not be liable to Distributor, under any legal theory or cause of action at law or in equity, for indirect, consequential or incidental damages with respect to (a) the limited warranty in Paragraph 6.1; (b) the corresponding remedy in Paragraph 6.2; or (c) for any other damages or remedies of any kind beyond those provided in this Lease.**

Termination

7.1 Either party may terminate this Lease or any one or more individual Dispenser leases with or without cause by giving at least thirty (30) days advance written notice to the other party.

7.2 GP may immediately terminate this Lease, or, at GP's option, any one or more of Distributor's individual Dispenser leases leased hereunder, upon written notice to Distributor if Distributor: (a) breaches any provision of this Lease; (b) ceases to carry on its paper products distribution business; (c) sells or otherwise transfers its paper products distribution business or assets; (d) becomes insolvent or commences any proceedings or any proceedings are commenced against it under any bankruptcy or insolvency legislation or makes an assignment for the benefit of creditors; or (e) engages in any activity relating to its performance in violation of any law or regulation or that may adversely impact GP's or its product's goodwill or reputation; or (f) if GP, in its sole discretion, determines that termination is in its best interest.

7.3 When this Lease terminates, Distributor will: (a) immediately stop subleasing or installing any Dispenser in its inventory and will send all Dispenser Documentation to GP; and (b) within thirty (30) days thereafter return to GP (at Distributor's expense) all Dispensers in Distributor's inventory or control; and (c) either (i) at Distributor's expense, remove all Dispensers from every Customer location and deliver those Dispensers to a place designated by GP, or (ii) provide GP a list of the Dispensers and the Customer locations where they are installed and leave the Dispensers in place so that GP may transfer them to an OTHER GP DISTRIBUTOR's account, or (iii) at GP's written direction, otherwise manage the Dispensers' disposition.

7.4 If Distributor fails to return the Dispensers to GP as required under Section 7.3, then GP or its designees may (at Distributor's expense) enter the premises where the Dispensers are located and take the Dispensers into its or their possession without incurring liability to Distributor or any Customer.

General Provisions

8.1 Any notices to either party with regard to this Lease or the Dispensers will be sent to the address listed below the party's signature line. Distributor may not assign its rights or obligations under this Lease without GP's prior written consent. This Lease will inure to the benefit of and be binding upon respective successors and authorized assigns of the parties hereto.

8.2 Subject to Paragraph 8.3, no modification of or amendment to this Lease will be binding unless set forth in writing and executed by both parties and no waiver of any breach of this Lease will be binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived. This Lease constitutes the entire agreement between the parties with respect to the subject matter and cancels and supersedes any prior understanding or agreement between the parties. Distributor is not a GP agent or a GP employee and will at all times be an independent contractor. This Lease will be governed by Georgia law. If any provision of this Lease is deemed unenforceable, invalid or illegal by a court of competent jurisdiction, then the validity of the remaining provisions will not be affected and the rights and obligations of GP and Distributor to be construed and enforced as if the Lease did not contain the particular provision deemed invalid or illegal.

8.3 The Dispensers that are the subject of this Lease are a part of GP's overall Dispenser Leasing Program. GP may modify its Dispenser Leasing Program as GP deems appropriate at any time. Therefore, to the extent that such Dispenser Leasing Program modifications impact this Lease, such modifications will only be applicable to Dispensers shipped after the effective date of such Program modification unless otherwise consented to by Distributor. GP will provide at least thirty (30) days advance notice of any Dispenser Leasing Program modification. Notwithstanding the foregoing, GP may change the Dispenser charges and any other Dispenser-related fees at any time.

DISTRIBUTOR
CUSTOMER NUMBER
BY (Authorized Signature)
PRINT NAME
TITLE
ADDRESS
CITY / STATE / ZIP

Georgia-Pacific Consumer Products LP 133 Peachtree Street, NE
Atlanta, Georgia 30303 Atten: Georgia-Pacific Consumer Products Marketing Department
BY
PRINT NAME J. DAN SILK
TITLE VICE PRESIDENT, MARKETING
SIGNATURE/EFFECTIVE DATE

EXHIBIT A TO ENMOTION BRAND DISPENSER LEASE AGREEMENT

This Exhibit may be revised at any time upon the mutual agreement of GP and Distributor. Additional Pages May be added as needed.

Approved End-User Accounts ("Customers")

☐ No limitations - Any and all of Distributor's end-user accounts are approved.

OR

☐ With limitations as specified below are approved.

☐ Only Distributor's end-user accounts

☐ Product Only

☐ Dispensers Only

NAME	LOCATION	DATE APPROVED
NAME	LOCATION	DATE APPROVED
NAME	LOCATION	DATE APPROVED
NAME	LOCATION	DATE APPROVED
NAME	LOCATION	DATE APPROVED
NAME	LOCATION	DATE APPROVED
NAME	LOCATION	DATE APPROVED
NAME	LOCATION	DATE APPROVED



Georgia-Pacific
Consumer Products

DISPENSER SUBLEASE AGREEMENT

Exhibit B to EnMotion Master Lease Agreement

PLACEMENT/SUBLEASE DATE

DISTRIBUTOR INFORMATION			
DISTRIBUTOR NAME			CUSTOMER NUMBER
DSR	ADDRESS		
TELEPHONE ()	CITY	STATE	ZIP

END USER INFORMATION		
BUSINESS NAME	LOCATION NAME	
ADDRESS		
CITY	STATE	ZIP

CONTACT NAME	
TELEPHONE ()	E MAIL

BUSINESS TYPE		
<input type="checkbox"/> C-Stores	<input type="checkbox"/> Entertainment/High Usage	<input type="checkbox"/> Grocery
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Contract Cleaner	<input type="checkbox"/> Food Processing
<input type="checkbox"/> Health Care	<input type="checkbox"/> Office Building	<input type="checkbox"/> Education
<input type="checkbox"/> Food Service	<input type="checkbox"/> Lodging	<input type="checkbox"/> Retail (Malls, etc.)

DISPENSER SKU	QUANTITY

APPROVAL OF SUBLEASE AGREEMENT	
DISTRIBUTOR SIGNATURE	END USER SIGNATURE
ACKNOWLEDGMENT DATE	ACKNOWLEDGMENT DATE

NOTE! THIS IS SUBLEASE, NOT A SALE! SEE REVERSE FOR SUBLEASE TERMS AND CONDITIONS

Georgia-Pacific is providing this Dispenser to You through the Distributor.

Properly executing and registering this Sublease with Georgia-Pacific is necessary to grant the Sublease and activate the warranty.

Fax to GP Marketing Services at 1-877-329-4767 to activate the Sublease and warranty.

SUBLEASE

1. The Distributor named on the reverse page ("Distributor") subleases the Dispenser(s) listed on the reverse page ("Dispensers") to the end user listed on the reverse page ("You"). The Sublease for each Dispenser begins when it is installed ("Effective Date") and continues for an initial period of five (5) years, and, unless otherwise terminated, will continue on year-to-year basis thereafter.

GP Ownership of Dispensers

2. Georgia-Pacific Consumer Products LP ("GP") owns the Dispensers and leases them to Distributor. GP is a third party beneficiary of this Sublease. Distributor has been authorized to sublease the Dispensers. Despite any payment You may make, You do not own or have, and will not claim any, ownership rights in the Dispensers. You are authorized to use the Dispensers only as permitted in this Sublease. You may not sublease, sell, transport, transfer or otherwise dispose of the Dispensers without GP's written consent.

Requirements For Use

3. You will permit GP, Distributor and their agents reasonable access to the premises where the Dispensers are located during regular business hours for the purpose of inspecting, repairing, modifying, exchanging or removing the Dispensers.

4. (a) You may only use the Dispensers for the sole purpose of dispensing, under GP trademarks, GP branded towels, tissue, soap, air freshener or other sanitary dispensed products (collectively "Products") authorized for use in the Dispensers, and, (b) unless otherwise approved by GP, those Products must be purchased from Distributor. Violating any term of this Section 4 is a material breach of this Sublease and will void the warranty.

5. You will not (nor permit others to) (a) remove from the Dispensers any parts, labels, trademarks, names, logos or other markings, or (b) tamper with, alter, or add devices to the Dispensers in any manner without GP's written consent.

Warranty and Repair

6. The Dispenser will be free from defects in workmanship and materials under normal use with conforming Products for five (5) years after the Dispenser is installed; provided, however, Distributor or You will, promptly after discovering any alleged defect, report in writing to GP the location of the allegedly defective Dispenser, the nature of the defect, and the date of the installation. Other than this warranty, GP disclaims all other warranties with respect to the Dispensers, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

7. If GP determines that defects in workmanship or material exist in any Dispenser, then GP will, in its sole discretion, either repair the defects, provide replacement parts or replace the Dispenser. The remedies stated herein are the sole and exclusive remedies to which You are entitled for defects in material or workmanship under the warranty in Section 6. Neither the initial lease term nor the warranty under Section 6 will renew when GP replaces a Dispenser under this Section 7 (or for any other reason), but continues from the date the initial Dispenser was installed. Except for the repair or replacement remedy in this Section 7, You will be responsible for all other Dispenser maintenance and repair and all related costs.

8. Neither GP nor Distributor will be liable for losses, damages, costs or expenses resulting from (a) Your or any other third party's improper installation, improper use, or abuse of Dispensers, or (b) use of products not authorized by GP for use in Dispensers. Neither GP nor Distributor will be liable to You, under any legal theory or cause of action at law or in equity, for indirect, consequential or incidental damages with respect to (a) the limited warranty in Section 6; (b) the corresponding remedy in Section 7; or (c) for any other damages or remedies of any kind beyond those provided in this Sublease.

Right of Removal and Repossession of Dispensers

9. The Dispensers will not become fixtures when installed, and You will not (a) encumber nor (b) allow liens to attach to the Dispensers. If You violate any of the terms or conditions hereof, or upon GP's or Distributor's notice of termination, then within thirty (30) days from Your receipt of GP's or Distributor's notice thereof, You will either (a) permit GP, Distributor, or their agents to remove the Dispensers from the premises during regular business hours at GP's or Distributor's expense; or, (b) return the Dispensers at Your expense to the party making the demand. If You fail to comply as provided in this Section within the thirty (30) days, GP, Distributor, and their agents, may enter Your premises at any time(s) during regular business hours to remove the Dispensers without incurring liability for any damage to the premises that was reasonably necessary for such removal. The terms of this Sublease are subordinate to the Master Lease Agreement between Distributor and GP and is governed by Georgia law. You will only place the Dispensers in Your locations in the United States.